

## **Town Administrator's Report**

**July 23, 2013**

The areas and issues in which we have been involved and with which we have dealt are as follows:

- Griggs' Approach Project
- Fiber Optic Project and Construction/Remediation/Repair Issues
- Issues and Declarations Relating to Reduction of Town Liability
- Organization of Free Animal Vaccine Clinic
- General Administration and Coordination of Projects and Communication

**Grigg's Approach Project:** The Grigg's Approach Project was begun, prosecuted and completed in an expeditious fashion – final completion was Wednesday, July 17. The work was done exceptionally well, neighbors were apprised of the commencement, everyone involved found the project to have been done well with virtually no inconvenience. Final tallies indicate that the project came in at \$ 103,000 which was approximately \$ 17,000 less than that which was budgeted. The new approach is outstanding and will make a substantial difference to winter transportation.

**Fiber Optic Project and Construction/Remediation and Repair Issues:** We were apprised that there had been several breaches of sewer laterals as a result of the directional boring used to run cable in the downtown area. We researched the issue and interviewed representatives of the Sanitary District, property owners and began communication with the engineering firm in charge of the project. We were concerned for latent damage and determined to ensure that all property owners and the Town were protected and, in the case of problems, that process, procedure, agreement to repair and remediate were in place to address these issues, even after the contractor had left the Island.

On Monday, July 22, the Administrator met with Norvado, White Construction and Finley Engineering to discuss the issue of boring damage, traffic control, and long term remediation and repair of Town right-of ways and private property. A comprehensive and substantive discussion ensued and understanding and agreement was reached on all points. The following is a reiteration of issues and agreements from that meeting:

**Thanks to all of you for taking the time to meet and knock around issues and concerns as they relate to the project and its aftermath. As stated and agreed, there are no issues or challenges that are insurmountable when collaboration, cooperation and communication remain candid, forthright and immediate – we have that relationship now and it will be integral to the amicable and efficient resolution to any question that may arise in the**

**future. I very much appreciate the level of candor and responsiveness clearly demonstrated by everyone involved --- thank you.**

**The issues and general understanding we discussed and decided are as follows:**

- 1) Evident and potential damage to Town utilities caused by either excavation or directional boring.**
  - a) Contractor warranty exists for 1 year following sign-off.**
  - b) Contractor will return in the Spring to address any lingering issues and/or address any problems that have arisen over the course of the winter.**
  - c) Mechanisms and procedures will be instituted to address issues and/or problems that may arise --- and are directly attributable to the project --- irrespective of timeframe.**
  - d) Town will compile a 'punch list' which will be submitted to the Contractor --- this in addition to that which would be submitted by Norvado.**
    - 1) There may arise situations and repair in which the Town and Contractor can jointly participate on a proportional basis --- i.e., curb repair --- joint participation in comprehensive repair in which financial responsibility is proportionately assessed.**
- 2) Traffic control will be a priority – particularly when the project returns to paved roadways**
  - a) Flag/sign personnel will be stationed at either end of the work zone to bracket the machinery and workmen**
  - b) On unpaved roadways – Northshore Rd. – Contractor vehicles will be aligned on one side of the roadway in order that public traffic can use the other side of the road.**
  - c) The Town will assist Contractor in securing flag/sign people --- those people will be employees of the Contractor.**
- 3) Any issues, question and/or concerns will be directed, in writing, to Steve Johnson w/ cc to Mark S, unless there is a time-sensitive issue, in which case Mark S may be communicated with directly with Steve receiving contemporaneous information to ensure uniform information and understanding.**

**This comprehends the discussion and understanding --- to the best of my recollection ---- If there are any areas that are incorrect or that I may have overlooked, please let me know. Again, thank you very much for sitting down to hash this out – I think it bodes exceptionally well for the future**

**We will be monitoring all elements of this situation to ensure all rights and responsibilities are met and the Town and its residents are, in the end, made whole for any damage and/or inconvenience.**

**Issues and Declarations Relating to Reduction of Town Liability:** Subsequent to the necessity of permit revocation and a discussion regarding how we can best insulate the Town from liability for injury or damage resulting from problems that may occur with regard to people, structures, or actions subsequent to the granting of permits and/or licenses. It was further considered as to how the Town could be insulated while avoiding instituting policies and/or procedures that could be financially burdensome to those seeking permits or licenses. It was determined that a Declaration of Safety and Sufficiency would be prepared and used for all rental or dwelling permit renewals. The Declaration was run by the Town Attorney who recommended a brief concluding statement --- a statement that proved a valuable and essential amendment to ALL permits and licenses granted by the Town. We have instituted a program and procedure by which the disclaimer becomes a part of all permits, licenses and contracts issued by or granted by the Town.

**Organization of Free Animal Vaccine Clinic:** With a generous grant from the Apostle Islands Foundation and assistance from the Chequamegon Humane Association, we were able to schedule a free vaccine clinic for the pets of Island residents. The clinic has been publicized and posted and will take place tomorrow (7/24) at the Rec Ctr. We intend to work with CHA and Ashland County to ensure that this becomes an annual event – either by seeking repetitive grants or through the Animal Health Department of the County.

**General Administration and Coordination of Projects and Communication:** We have been engaged in a good deal of coordination, communication and housekeeping with respect to the continuation of the Big Bay Town Park Project, the Airport Lighting Project, and the progress on the Harbor Improvement Project. All the projects are progressing: BBTP is now moving to the inland portion of the project – all permits are in place; new application and design have been submitted for the campground side of the lagoon boardwalk. Airport Lighting Project has been largely communication and coordination since it is a Bureau of Aeronautics controlled project – communication and notice of airport closures and schedules have been proceeding. The Harbor Improvement Project continues to progress with grants being screened and qualified by Smith Group JJR for the fishing pier and anchorage portions.

**Community Communication and Outreach:** We continue to reach out to the community for thoughts, ideas and input on existing and/or anticipated issues and initiatives. The benefit of such efforts are clearly beneficial and create a sense of participation on the part of community members. We will continue to increase all efforts to hear all voices, factor in all positions and develop programs, procedures and initiatives that contribute to the economic vitality, environmental sensitivity and quality of life of our Island